

## Post Award Orientation Conference Checklist and Agenda

**CONTRACT NUMBER:** EP-S7-15-09

**DESCRIPTION OF SERVICE:** Washington County Lead District

**GOVERNMENT REPRESENTATIVES ATTENDING THE CONFERENCE:** Tyrone Lewis, CO; Donald Denno, RAM; Marie Noel, AMBR Team Lead; Eric Vanderboom, COR; Greg Bach, COR; Cody McLarty, COR; Gene Gunn, SPEB Manager

### \_\_\_\_ **CO SCHEDULE POST AWARD ORIENTATION CONFERENCE**

- Scheduled to be held on 4/14/16, 2:30-4:30 CDT

\_\_\_\_ Reserve conference room or appropriate meeting place

- Reservation made and confirmed on 4/4/16,
- R7-RO1.A-K33-18 (Marketplace B)

\_\_\_\_ Send invites to: COR(s), Contractor and others as necessary

- Invite to gov't & contractor attendees sent 4/4/16

### \_\_\_\_ **CONTRACT AUTHORITY**

\_\_\_\_ Identify CO and COR authority for the contract

### \_\_\_\_ **CONTRACT INFORMATION**

\_\_\_\_ Government contractual and modification authority

\_\_\_\_ Contract award amount

\_\_\_\_ Contract options and amounts

\_\_\_\_ Subcontracting Plan is/is not required

\_\_\_\_\_ Start date and completion date

\_\_\_\_\_ Reports required due dates

\_\_\_\_\_ List of required submittals and due dates

\_\_\_\_\_ EPA CO/COR and Contractor's working hours

\_\_\_\_\_ Government Furnished Property, Equipment, Materials and/or Spaces

\_\_\_\_\_ Safety provisions and requirements

\_\_\_\_\_ Security requirements

\_\_\_\_\_ Department of Labor wage provisions

\_\_\_\_\_ Invoice certification, submission and payment

\_\_\_\_\_ Special provisions/conditions

\_\_\_\_\_ **DISTRIBUTION OF COMPLETED CONFERENCE AGENDA**

\_\_\_\_\_ The Post Award Orientation Conference Agenda serves as the conference meeting minutes.

\_\_\_\_\_ The Official Post Award Orientation Conference Agenda is signed by the Contractor, Contracting Officer's Representative (COR) and the Contracting Officer (CO).

\_\_\_\_\_ Copies of the Agenda will be emailed to the Contractor, Contracting Officer Representative (COR), and any other participants.

\_\_\_\_\_ The original signed copy of the Agenda will be placed in the official contract file.

## POST AWARD ORIENTATION CONFERENCE AGENDA

Contract Number: EP-S7-15-09

Title/Service: Washington County Lead District

Contractor Name: Coastal-Enviroworks Joint Venture (CEJV)

Award Amount of Contract: (Maximum Potential Amount) \$30,324,816.41

Base Period Amount:

\$10,155,124.27

Contract Option Period Amounts:

Option Period 1: \$10,284,846.07

Option Period 2: \$10,284,846.07

1. On April 14, 2016 at 2:30 p.m., a Post Award Orientation Conference was held. Conference details will not change the contract. Any changes as a result of the conference will be executed by formal modification to the contract.

ATTENDEES:

NAME	COMPANY/TITLE	PHONE/EMAIL
Tyrone Lewis, Chair	EPA/CO	913 551-7664
Don Denno	EPA/RAM	913 551-7995
Marie Noel	EPA/Contract Team Lead	913 551-7176
Eric Vanderboom	EPA/COR	913 551-7988
Greg Bach	EPA/COR	913 551-7291
Cody McLarty	EPA/COR	913 551-7974
Gene Gunn	EPA/SPEB Manager	913 551-7776
Daniel Beery	EPA	913 551-7204
Richard Silva	CEJV	(631) 299-3524
	CEJV	
	CEJV	
	CEJV	
	CEJV	
	CEJV	
	CEJV	
	CEJV	
	CEJV	

Note: travel to attend the postaward meeting in person is not required and therefore not chargeable to the contract

## 2. Government Contracting Team:

- a. The CO and/or contract specialist are responsible for contract administration and for ensuring that Contractor performance is in compliance with the requirements of the contract. The CO is Tyrone Lewis at the time of this conference. This appointment is subject to change at any time.
- b. The COR has primary responsibility for the actual inspection of services, documentation of the contractor's work and invoice payment. The Primary COR is Eric Vanderboom (913) 551-7988 at the time of this conference; the alternate COR is Cody McLarty (913) 551-7974. These appointments are subject to change at any time.

## 3. Contractor Representatives:

Supervision of services performed by the Contractor (Prime) and all subcontractors is a contract requirement of the Prime. The Prime is expected to be aware of the status of all work required, to review the performance of its employees and subcontractors and to inspect their work prior to considering it complete and ready for inspection by the Government. The following Contractor personnel are responsible for activities performed by the Prime and all subcontractors and for contact with the COR, contract specialist, or CO concerning work progress and contract administration:

Position	Name	Phone	Email

4. The COR presented an overview/summary of the Performance Work Statement (PWS). The following issues were addressed:

1. Eric, this is where you will present your overview. Stress that semo is different than Omaha. Road agreement with county. PMP, QAPP, Schedules, Planning Docs, etc. need to be mentioned. Backfill source area has to be approved, sampling has to be done. County roads and private communities also need to have agreements set up. Plan to start with Richwoods, then move down to old mines (moving from North to South).

## 5. Prime/Subcontractors:

- a. Federal Acquisition Regulations require that the Government conduct business with the prime Contractor and not subcontractors. All those designated by the Contractor as Key Personnel on this contract **MUST** be employees of the prime Contractor.
- b. The prime Contractor shall provide a listing of all key personnel and all subcontractor personnel who will be on-site. The list(s) shall include the employee's name, tax identification number (TIN) or social security number (if no TIN), address and telephone number and shall be submitted as soon after award as possible and **BEFORE FIELD WORK COMMENCES**.

## 6. Problems/Changes:

- a. All performance issues encountered by the Contractor shall first be referred to the COR for resolution. The COR has the authority to see that work is completed within the requirements of the PWS, plans, drawings and specifications, but **NO** authority for change orders affecting time of delivery, price, methods, or procedures. **The Contractor is advised to**

**accept no instructions or direction of such nature from anyone other than the CO/CS. Requests for equitable adjustments shall be made in writing to the CO.**

b. The COR shall notify the CO in writing of any changes that need to be made to the contract before a modification is issued. If the Contractor is requesting a change, written notification of the change, rationale for the change and proposed cost of the change shall be provided to the CO as soon as possible.

c. The PWS addresses the **Quality Assurance/Control REQUIREMENTS**. Inspection by the Government **does NOT** relieve the Contractor of this responsibility. Repeated instances of unsatisfactory or non-performed work will be regarded as evidence that the Contractor is not providing the required Supervision and or Contractor Quality Assurance/Control. When this occurs, it will be reflected in the Contractor's Performance Evaluation.

d. The following Contractor personnel are **AUTHORIZED TO NEGOTIATE AND TO SIGN CHANGE ORDERS** obligating the Contractor:

NAME

POSITION

Info to be provided by CEJV

e. For Indefinite Quantity or Indefinite Delivery/Indefinite Quantity contracts, a minimum quantity is specified. **FAR Part 16.504(a)(1)** states "The contract must require the Government to order and the contractors to furnish at least a stated minimum quantity of supplies or services. In addition, if ordered, the contractor must furnish any additional quantities, not to exceed the stated maximum." Consequently, the contractor is required to furnish all ordered work up to the stated maximum quantity of the contract period. **Failure to furnish the minimum when sufficient work is ordered (tasked) will result in the contractor being ineligible for reimbursement of the minimum specified for the contract period.**

- Contract minimum for each contract period is \$250,000. Total contract amounts are not guaranteed.

f. In accordance with the FAR, in the event of a DOL investigation regarding possible improper application of or failure to apply a labor regulation, the CO will suspend an amount sufficient to cover the results of the investigation until such time DOL and the Prime resolve all issues relative to the investigation.

#### 7. Dates/Time:

a. The contract award date was September 29, 2015.

a. HUBZ protest filed 10/6/2015, issued performance stay

b. GAO protest filed 10/16/15, stay continued

c. COFC protest filed 12/18/15, stay continued

d. Stay was lifted April 1, 2016

b. The Contractor is required to maintain records and reports and allow the Government access to those records both during contract performance and for a period of (Eric, specify the number of years) years (specified by the COR) after contract completion.

c. No government furnished material or equipment provided under this contract.

d. All reports/deliverables are due to the COR on the date and time specified in the PWS. If this requirement is not complied with, it will also be reflected in the Contractor's Performance Evaluation.

e. The following checked items are reports/submittals required from the contractor.

CHECKED IF REQUIRED		REPORT OR SUBMITTAL	WHEN REQUIRED	RECIPIENT
X	a.	Performance Bond and Payment Bond	Within 10 days of contract award	CO Received 1/4/16
X	b.	Certified Payrolls-Prime and Subcontractors	Weekly	CO/COR
X	c.	Certificate of Insurance	Prior to issuance of NTP	CO
	d.	Monthly Work Schedule		COR
X	e.	Key Personnel Changes	Prior to change and requires CO approval	CO/COR
X	f.	Fill-dirt Supplier for Approval	Prior to using that supplier	COR
X	g.	Health & Safety Plan		COR
X	h.	Project Management Plan		COR
X	i.	QA Plan	Before work starts	COR
	j.	Collective Bargaining Agreement		CO/COR
	k.	Certification that all employees are U.S. citizens		CO/COR
X	l.	Monthly Progress Report	As specified in contract	CO/COR
X	m.	Incentive Documentation	QASP	COR
X	n.	Damage Report	24 hrs. of occurrence)	CO/COR
X	o.	Notification of Accident and Written Accident Report	Within 24 hrs. of occurrence	CO/COR
	p.	Material Inventory		COR
X	q.	Invoice and Supporting Documentation		CO/COR
X	r.	Disposal Documentation	Invoice	COR
X	s.	Equipment Submittal	Daily report	COR
X	t.	Contractor Hazardous Waste Minimization Certification	Prior NTP	COR
X	u.	Written request for road/land closure		COR
	v.	Written request for utility outage		COR
X	w.	Property Closeout Folders	See PWS	COR

f. The Contractor's schedule of work is specified in the PWS, Section 2.1. The Contractor may work on 7:00am to 6:00pm Monday through Saturday. **All work shall be performed as specified in Section 2.5 of the PWS and at the rates set forth at the contract level.**

g. Contractor Furnished Items includes all items necessary to perform the work.

h. Any work stoppage shall be immediately reported to the COR.

8. The Contractor **may** store materials, supplies and equipment on-site. The Contractor is reminded that it is responsible for theft prevention, damage, etc., as specified in the contract.

9. Safety:

a. Safety was discussed by the COR. The following concerns and/or provisions were addressed:

- Relevant safety information shall be documented in the HASP and approved by EPA prior to issuance of a NTP.

b. The COR has the authority to **STOP WORK IF UNSAFE CONDITIONS/ACTIVITIES** are observed. This authority is limited to potentially hazardous conditions. Such a Stop Work would apply **ONLY** to the unsafe activity being performed and does not constitute a Stop Work of the contract, thus, no equitable adjustment can be pursued.

c. The Occupational Safety and Health Administration (OSHA) at any time may inspect the work site for violations of the Occupational Safety and Health Act.

d. The Contractor must make First Aid and medical arrangements if necessary. The contractor is encouraged to have a First Aid kit on-site.

12. The following special provisions and/or conditions were discussed:

13. Security: COR and contractor discuss

14. Labor Relations:

(1) The following items were discussed (if applicable):

(2) Service Contract Act of 1965

i. N/A

(3) Davis-Bacon Act

i. General Decision Number: MO150001 08/28/2015 MO1

**NOTE:** Non-payment of subs/suppliers may result in contract being submitted to EPA's Office for Suspension and Debarment for review for potential fraud/false claims.

Improper or non-payment of employees/subcontractors and/or failure to submit weekly certified payrolls will result in the contract being referred for DOL investigation.

15. Payment of Invoices: Contractor shall provide all receipts for costs when invoicing for CLINs 0007 (Landscaping) and 0015 (Road Repair).



- a. Invoices submitted shall be labeled as "ORIGINAL INVOICE". Invoices shall include the contract number, invoice number, date of invoice, date of services performed, applicable CLIN and unit price information, total amount due and SIGNED CERTIFICATION STATEMENT THAT SUBCONTRACTORS HAVE BEEN PAID WITH FUNDS PREVIOUSLY RECEIVED as required by the Payments clause of the contract. In addition, support documentation to support charges invoiced shall be included as applicable.
  - a. Note: For CLINs 0001 – 0014 Contractor shall identify the site of work by utilizing the subCLINs provided in the Pricing Schedule.
- b. Invoices must be submitted on the Contractor's letterhead or the Contractor's invoice on a monthly basis to the following RTP, COR and CO.
- c. Modifications executed as formal changes to the contract and specify the price change shall be invoiced according to the contract terms (i.e. monthly, quarterly, completion of work issued, etc.).
- d. In accordance with the Prompt Payment Act, payment will be made by Research Triangle Park (RTP) in 30 days unless a discount is offered (example: 1/2% 10 days). Small business may invoice as frequently as every 2 weeks.
  - a. I-42 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013)
  - b. Contractor: ensure your EFT information in the SAM database is correct.
  - a. PWS 3.4.3 Para 3 - The Contractor shall certify tickets by signature or other approved scale records and submit them to the on-site EPA Representative with the activity reports. These signed tickets shall also be submitted to the EPA with each invoice.

16. The Government discussed the following additional points:

- Clauses that needed to be added:
  - **52.222-12 Contract Termination—Debarment (May 2014).** Contract Termination—Debarment (May 2014). A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12. (End of clause)
  - **52.222-14 Disputes Concerning Labor Standards (Feb 1988).** The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (End of clause)
  - **52.222-15 Certification of Eligibility (May 2014).** (a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1). (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of

40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1). (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. (End of clause)

- **52.228-2 Additional Bond Security (Oct 1997).** The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if—(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government; (b) Any surety fails to furnish reports on its financial condition as required by the Government; (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC. (End of clause)
- **52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984).** (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer. (b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. (End of Clause)
- F-5 – discuss adjustment of contract base period PoP
  - Excusable Delays (Apr 1984) (a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. “Default” includes failure to make progress in the work so as to endanger performance. (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make

progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless— (1) The subcontracted supplies or services were obtainable from other sources; (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and (3) The Contractor failed to comply reasonably with this order. (c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract. (End of clause)

- All section B clauses
- C-2 – Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of the contract award, specifying the initial properties for remediation, modifications tasking specific properties, and through modifications exercising options.
- Update G-1 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES
- H-7 – are foremen the same, is all contact information current?
- Update H-9(e)(1&2) GOVERNMENT-CONTRACTOR RELATIONS
- H-10 – who will be their CPARS rep, contractor provide CPARS contact info so the contract can be loaded into the CPARS database
- H-17 – proof of insurance
- H-19 - UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (MAR 2013)
- H-21 – level 1
- I-62(d)(1) NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD
- I-69 – we have acceptable bonding
- I-71 – superintendence by the contractor
- I-75 – no change orders anticipated
- Discuss QASP incentives and disincentives

**17. ADDITIONAL POINTS DISCUSSED BY GOVERNMENT:**

- CEJVs SBA Profile needs to be updated to reflect HUBZone certified.

**18. ADDITIONAL POINTS DISCUSSED BY CONTRACTOR:**

- Fill in during the post-award conference

It is understood that this document does not change any terms of the contract and that the terms of the contract can be changed only via modification to the contract. This document serves as a written record of topics discussed pertaining to the contract to ensure that both EPA and the Contractor have a mutual understanding of contract requirements and expectations of both parties.

A COPY WAS RECEIVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

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CONTRACTOR'S REPRESENTATIVE/TITLE

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EPA CONTRACTING OFFICER

Copy to: COR